AGREEMENT

THIS AGREEMENT, entered into in the City of Sacramento, State of California, this sixteenth day of September 1968, between the State of California acting through its Resources Agency, and the Sacramento Municipal Utility District (hereinafter called SMUD).

W I T N E S S E T H:

WHEREAS, SMUD proposes to construct and operate a nuclear generating station to be located at the Rancho Seco site in the southeast part of Sacramento County, approximately 25 miles southeast of Sacramento; and

WHEREAS, SMUD recognizes its responsibility to the general public to assist in the protection of the natural resources of the State of California; and

WHEREAS, the Resources Agency in its statement of policy dated June 30, 1965, has defined its objectives and principles regarding the location and operation of power plants.

NOW, THEREFORE, it is mutually agreed as follows:

1. The Resources Agency agrees that it will not oppose SMUD in its application to the Atomic Energy Commission or any other body having jurisdiction, and will indicate thereto that

all matters covered by this agreement have been resolved to the satisfaction of the Resources Agency.

2. SMUD agrees that it will dispose of all spoil material on the plant site or otherwise and that it will not deposit any such spoil material in any location or manner by which it can be washed down into any rivers, streams, or sloughs in the State of California without obtaining written authorization from the Resources Agency.

3. SMUD agrees that it will consult with the Resources Agency, and more specifically with the State Department of Fish and Game, prior to construction of cooling water intake facilities so that the need for fish screening or salvage facilities may be established. If such devices are found by Fish and Game to be necessary to protect fishlife, SMUD shall be responsible for installing, maintaining, and operating such devices as may be specified by Fish and Game.

4. SMUD agrees that vehicular access, retaining walls, fences, buildings, and equipment will be located and designed in such a way that the physical appearance of the entire installation will be aesthetically compatible with the surroundings.

5. SMUD agrees that this agreement does not constitute approval of the State Lands Commission, the Central Valley Regional Water Quality Control Board, or the State Water Quality Control Board if its jurisdiction is invoked, with respect to

construction or operation or other activities of SMUD at the plant site, and SMUD further agrees that it will make appropriate applications to those agencies whenever approvals from such agencies are required for any activities in connection with the said plant. The Resources Agency agrees that it will not oppose SMUD in its seeking of such required approvals from such agencies, and will indicate thereto that all matters covered by this agreement have been resolved to the satisfaction of the Resources Agency. This agreement does not limit the jurisdiction of any state department or agency except with respect to matters covered by Sections 2, 3, 4, 6, and 7 of this agreement.

6. SMUD agrees to conduct such water quality and radiological surveillance programs, both pre-operational and post-operational for the life of the plant, as may be developed in accordance with statutory authority of the State and Regional Water Quality Control Boards and the State Department of Public Health.

7. The Resources Agency and SMUD agree that this site may be useful for public recreation purposes at some time in the future. The Agency recognized that SMUD is not constituted to operate recreational facilities. The purpose of this paragraph, then, is to establish the fact that SMUD is willing to cooperate with any duly constituted local or State organizations so that the latter group(s) may develop and operate facilities upon the site for public recreation purposes that SMUD finds compatible with its use of the site for utility

purposes. Further, SMUD agrees that any disposition it may make of any portion of the site shall be pursuant to the provisions of Article 8 of Chapter 5, Part 1, Division 2, Title 5, of the Government Code.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first hereinabove written.

SACRAMENTO MUNICIPAL UTILITY DISTRICT

By _____

WILLIAM J. NOLAN, Acting General Manager

STATE OF CALIFORNIA

By N. B. Livermore Jr.

NORMAN B. LIVERMORE, JR., Administratc
Resources Agency
On Behalf of the:
Department of Conservation
Department of Water Resources
Department of Parks and Recreation
Department of Fish and Game
Department of Harbors and Watercraft
State Water Resources Control Board
Office of Atomic Energy Development and Radiation Protection

BECTHEL CONSTRUCTION TRENCHES AREA"H"

HISTORY:

In the early to mid 1970's, during construction of the Rancho Seco Power Plant large volumes of construction spoil (debris) was generated. As was common practice during this time (see site plot plan August, 1970, {Reference 3}, and Agreement Letter, Sept, 1968, {Reference 4}), large trenches were dug and this debris was discarded into to them. When full, the trench was then backfilled and covered with topsoil from two to five feet deep.

Because of plant closure, decommissioning, and some site restoration, an evaluation was instituted concerning the material in the three construction pits. The evaluation consisted of interviewing long time employees at Rancho Seco. It was determined that the majority of the discarded material was wood/metal scrap, some asbestos containing insulation, and as reported, potentially, some paint cans/small quantities of paint cleaner/small quantities of used oil.

Further interviews with long-term employees did not substantiate that paint, etc. was disposed of in these trenches.

TRENCHES, ESTIMATED SIZE:

There are three trenches located North of the spray ponds outside of the industrial area fence. Going from East to West:

Trench 1 has approximate dimensions of 381 feet by 38 feet.

Trench 2 has approximate dimensions of 328 feet by 50 feet

Trench 3 has approximate dimensions 468feet by 50 feet.

TRENCHES, ESTIMATED VOLUMES

Assumptions:

There is approximately two feet of soil covering each trench, and because the debris was not placed in the trenches efficiently, a 30% packaging loss is assumed, (i.e. only 70 % of the debris occupies a trench).

Trench 1 would have a buried volume of 132,000 cubic feet or 3700 cubic meters.

Trench 2 would have a buried volume of 149,000 cubic feet or 4200 cubic meters.

Trench 3 would have a buried volume of 213,000 cubic feet or 6000 cubic meters.

For all three trenches the approximate and conservative volumes of total cubic feet is 494000 or 13900 cubic meters.

TOPOGRAPHY

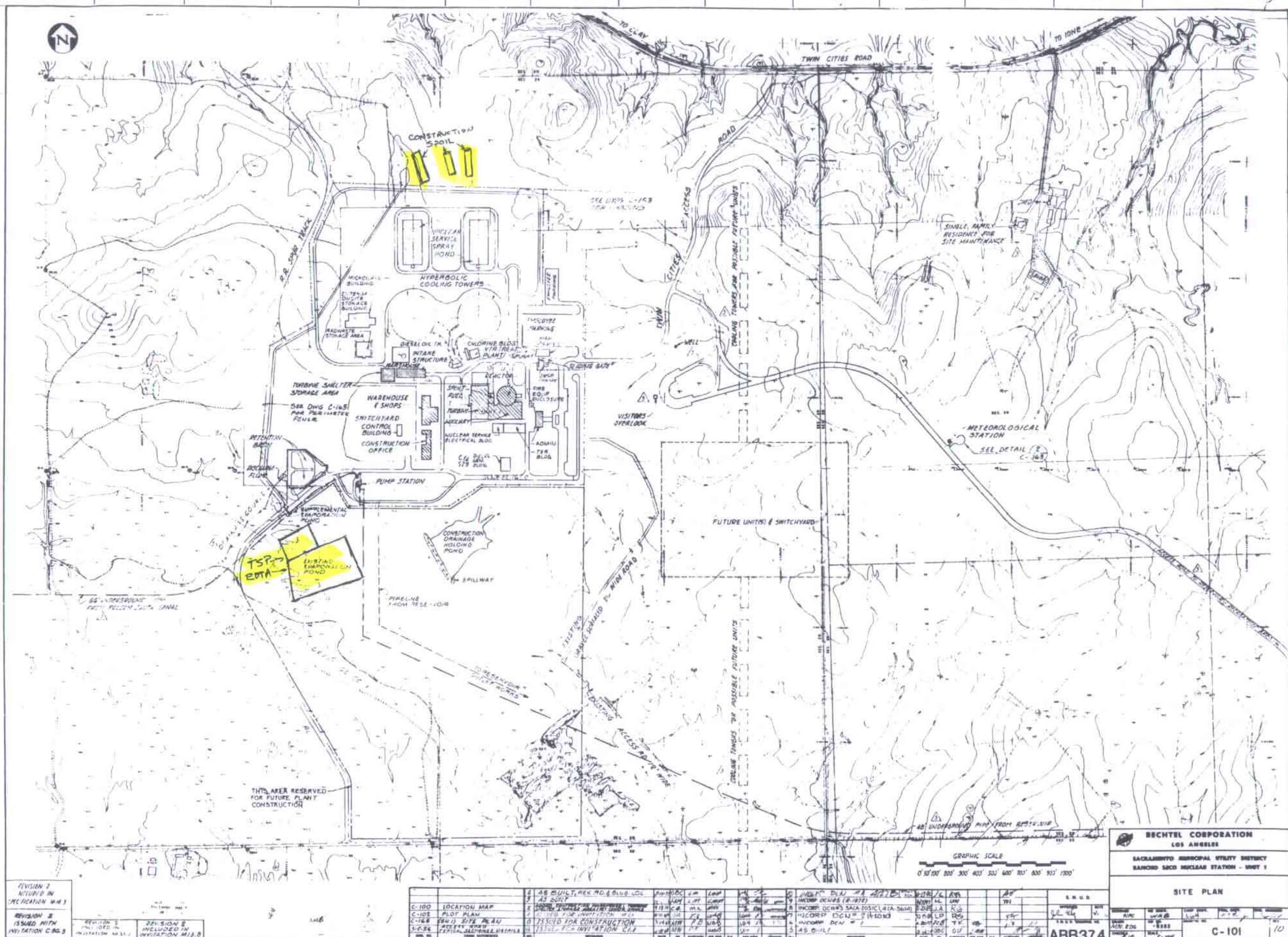
The construction landfill is located on a formation of clays, silts, clay/silt sands.

The depth to ground water is 150 feet. (SMUD Engineering Report M0221 estimates that it would take ~ 130 years for water with a constant minimum infiltration rate of one gallon per day to migrate through the bedrock and reach groundwater).

CONCLUSION

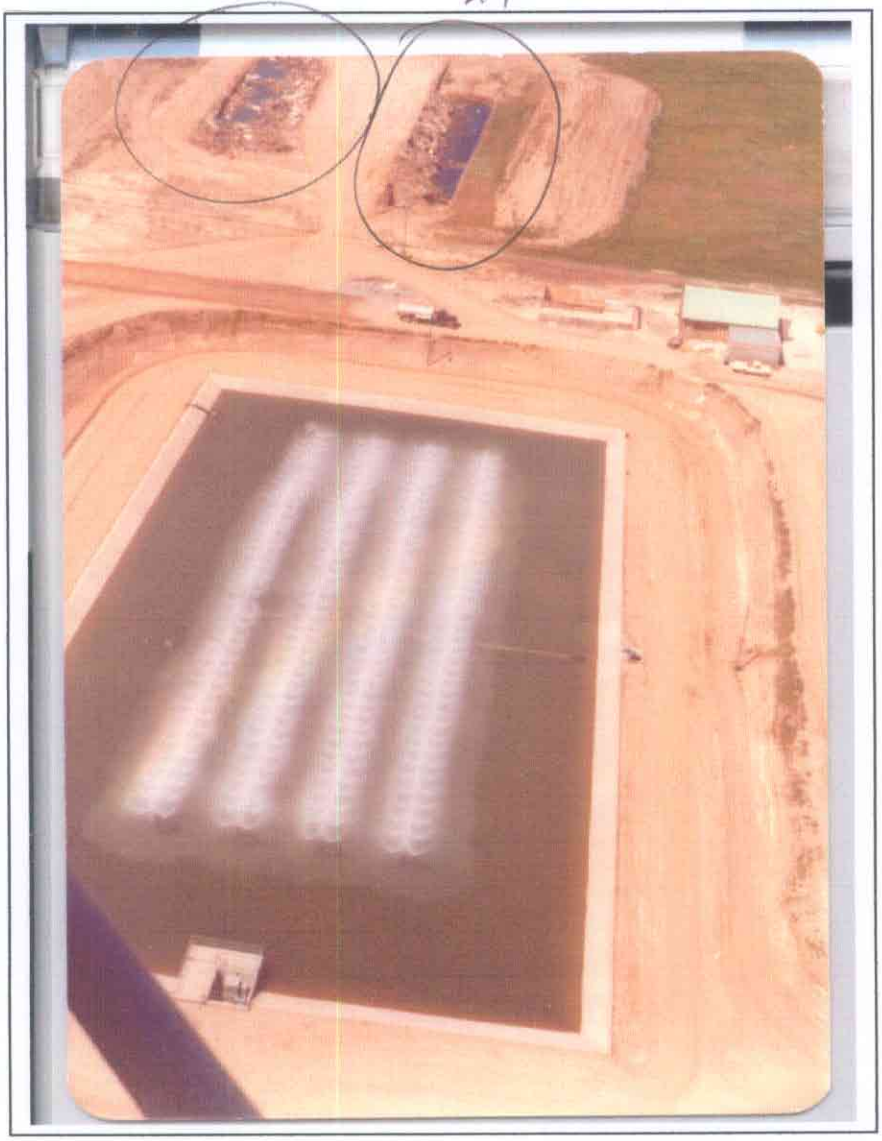
Because this type of disposal was a common industry practice at this time, and there was no known intent or common knowledge that some this material was or would become hazardous wastes, it was disposed of in an onsite owner-controlled landfill. The area in question is small, remote, and has no discharges to surface waters. Due to the low permeability of the soil in the area, the impact to the ground water is extremely low. The area is not used for agricultural purposes so there is no agricultural residue. The area in question is not used for any recreational activities and or any kind of public use.

Due to the insignificant amount of potentially hazardous material that may or may not be present as compared to the total volume of waste in one or more of the trenches, and that there were no known Persistent, Bio-accumulators, or Toxics and or any extremely hazardous material disposed of in the trenches, and the low potential for small quantities of petroleum hydrocarbons to reach the groundwater, it is concluded that there is minimal impact on the health and safety of the public and the environment nor is there an imminent and substantial endangerment to human health or the environment.



TO CLAY
TO IONE
TWIN CITIES ROAD
CONSTRUCTION SPOIL
NUCLEAR SERVICE SPRAY POND
HYPERBOLIC COOLING TOWERS
MICROWAVE BUILDING
RADWASTE STORAGE AREA
DIESEL OIL TK.
INTAKE STRUCTURE
CHLORINE BLDG.
WATER TREAT. PLANT
TURBINE SHELTER STORAGE AREA
SEE DWG C-165 FOR PERIMETER FENCE
WAREHOUSE & SHOPS
SWITCHYARD CONTROL BUILDING
CONSTRUCTION OFFICE
REACTOR
SPENT FUEL
TURBINE
AUXILIARY
NUCLEAR SERVICE ELECTRICAL BLDG.
ADMIN. BLDG.
PUMP STATION
RETENTION BASIN
DISCHARGE FLUME
SUPPLEMENTAL EVAPORATION POND
TSP
EDTA
EXISTING EVAPORATION POND
CONSTRUCTION DRAINAGE HOLDING POND
SPILLWAY
PIPELINE FROM RESERVOIR
R.R. SPUR TRACK
ACCESS ROAD
TWIN CITIES
VISITORS OVERLOOK
WELL
COOLING TOWERS FOR POSSIBLE FUTURE UNITS
FUTURE UNIT(S) & SWITCHYARD
SINGLE FAMILY RESIDENCE FOR SITE MAINTENANCE
METEOROLOGICAL STATION
SEE DETAIL 2 C-165
THIS AREA RESERVED FOR FUTURE PLANT CONSTRUCTION
TO RESERVOIR
48" UNDERGROUND PIPE FROM RESERVOIR
GRAPHIC SCALE
0' 50' 100' 200' 300' 400' 500' 600' 700' 800' 900' 1000'
C-100 LOCATION MAP
C-102 PLOT PLAN
C-165 SITE PLAN
5-0.56 TYPICAL SECTIONS & DETAILS
AS BUILT
ISSUED FOR INVITATION
ISSUED FOR CONSTRUCTION
INCORP. DCN
REVISION 2 INCLUDED IN SPECIFICATION M-41
REVISION 8 ISSUED WITH INVITATION C-9G.3
REVISION 8 INCLUDED IN INVITATION M13.8
BECHTEL CORPORATION
LOS ANGELES
SACRAMENTO MUNICIPAL UTILITY DISTRICT
RANCHO SECO NUCLEAR STATION - UNIT 1
SITE PLAN
C-101
ABB374
10
CERTIFICATE OF AUTHENTICITY
07-02-90
SMUD
Rancho Seco

Picture taken from a cooling tower Rancho Seco. This picture was taken most likely between 1970 and 1973. This is a best estimate based upon SMUD staff.



3. AREA"C"

This area encompassed the evaporation ponds that were located outside of the industrial area. The operational history of these ponds dictated that sampling for asbestos and CAM-E1 metals be performed.

ERPT-0060 mentions that Flammastic was also put into the ponds. A chemical constituent of this material is Antimony Oxide in concentrations of up to 5 per cent. The Report also states that trisodium phosphate was added to this area
The results of the samples showed no elevated levels of either asbestos or CAM-E1 metals.. No analysis was performed for Antimony or phosphates.

AREA :C: EVALUATION/RECOMMENDATION:

The pond(s)liquid and or soil should be sampled for Antimony and phosphate and dealt with accordingly.

5.1.3 Area C

SW just outside fence

Area C encompasses the evaporation ponds outside the industrial area double fence, as shown on Figure 1.0. Six samples were collected from Area C at locations shown on Figure 4.0. Analytical results are summarized on Table 6.0.

Numerous pieces of plastic liner were observed throughout Area C. The liner pieces were generally several square inches in size and partially buried. Asbestos fibrous-material in samples from Area C were all below one percent. Non-asbestos fibrous-material detected in Area C consisted of primarily of cellulose. One sample did contain a trace of synthetic and fibrous glass.

Metal concentrations in the three samples analyzed for CAM metals were within typical soil ranges, as shown on Tables 4.0 and 6.0.